

Chicago and North Western
Transportation Company

2-120A006

April 28, 1992

17445-B
RECORDATION NO. FILED 105



File No: A-13302-C
(0-087)

APR 29 1992 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

Re: Lease of Railroad Equipment Dated as of July 1, 1991 Between Chicago and North Western Transportation Company, Lessee and The Connecticut National Bank, as Trustee under a Trust Agreement, Lessor, recorded July 19, 1991, assigned Recordation No. 17445

AND

Lease Assignment dated as of July 1, 1991, between The Connecticut National Bank, as Trustee under the Trust Agreement dated as of July 1, 1991 with General Electric Capital Corporation, and The Chase Manhattan Bank, National Association, as Trustee, under the Equipment Trust Agreement dated as of July 1, 1991, recorded July 19, 1991, assigned Recordation No. 17445-A.

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are seven (7) original Counterparts of Amendment Agreement No. 1 dated as of April 15, 1992 to lease of Railroad Equipment dated July 1, 1991 between Chicago and North Western Transportation Company and The Connecticut National Bank.

The names and addresses of the parties to the Amendment Agreement are as follows: Chicago and North Western Transportation Company, One North Western Center, 165 North Canal Street, Chicago, IL 60606 and The Connecticut National Bank, 777 Main Street, Hartford, CT 06115.

Enclosed is a check for \$16.00 to cover your recording fee. Please assign a sequential recordation number for the filing, retain one Counterpart for your files, and return the remaining Counterparts with the stamped recordation data.

Sincerely,


K. A. Dombrowski
Assistant Secretary

Enclosures

cc: J. E. Voldseth
M. H. Shumate
R. C. Gancarz

R. R. DeWitt
K. H. Lange
H. W. Clark III

K. D. Tucker
Arthur Andersen & Co. (Joe Adams)

APR 29 11 23 AM '92
MOTOR OPERATING UNIT

(CSP41)a:\ICC\001(1)

Interstate Commerce Commission
Washington, D.C. 20423

4/29/92

OFFICE OF THE SECRETARY

K.A. Dombrowski

Assistant Secretary

Chicago & North Western Transp. Co.

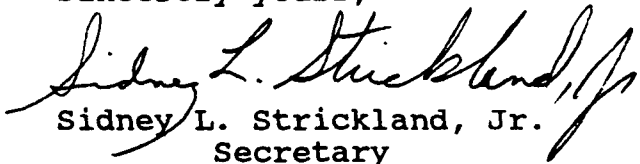
One North Western Center

Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/29/92 at 11:30am , and assigned recordation number(s). 17445-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17445-B
[2605-483]

APR 23 1992-11 44 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 1 dated as of April 15, 1992, to the Lease of Railroad Equipment dated as of July 1, 1991, between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT NATIONAL BANK (the "Lessor").

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of July 1, 1991 (the "Lease");

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on July 19, 1991, at 3:05 p.m., recordation number 17445, and deposited in the Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada, on August 1, 1991, at 1:10 p.m.;

WHEREAS pursuant to Section 3 of the Lease the parties acknowledge the need to amend the Rent Schedule and the Casualty Values to reflect the facts that the Units were delivered, accepted and paid for under the Participation Agreement on July 31, September 5 and September 27, 1991 (instead of the assumed date of August 31, 1991) and that the fees and expenses payable by the Owner pursuant to Section 4.9 of the Participation Agreement were equal to 0.79024% of the aggregate Purchase Price of the Units (instead of the assumed 1%).

NOW THEREFORE, the parties hereto agree as follows:

1. Schedule B to the Lease is amended by substituting the Rent Schedule set forth in Exhibit B attached hereto.
2. Schedule C to the Lease is amended by substituting the Casualty Values set forth in Exhibit C attached hereto.
3. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement may be filed, recorded or deposited.
4. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

5. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement to be duly executed by their respective officers thereunto duly authorized.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,

by



Name:

Title:

J. E. VOLDSETH
VICE-PRESIDENT FINANCE

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Trustee,

by



Name: P B KANE, Jr

Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 20th day of April, 1992, before me personally appeared J.E. Volseth, to me personally known, who, by me being duly sworn, says that he is a VICE-PRESIDENT FINANCE of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Penny Menchey
Notary Public

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this day of April 1992, before me personally appeared P. G. KANE, JR. to me personally known, who, by me being duly sworn, says that he is a VICE PRESIDENT of The Connecticut National Bank, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Dawn Piccoli Heintz
Notary Public

My commission expires
DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

Schedule B
to
LeaseRent Schedule

<u>Payment Date (1)</u>	<u>Amount</u>
Jan 1 1992	0.00000000
Jul 1 1992	6.39484677
Jan 1 1993	3.17200000
Jul 1 1993	6.39484677
Jan 1 1994	3.17200000
Jul 1 1994	6.39484677
Jan 1 1995	3.17200000
Jul 1 1995	6.39484677
Jan 1 1996	3.17200000
Jul 1 1996	6.39484677
Jan 1 1997	3.17200000
Jul 1 1997	6.39484677
Jan 1 1998	3.17200000
Jul 1 1998	5.68187756
Jan 1 1999	3.88496920
Jul 1 1999	6.66118736
Jan 1 2000	2.90565940
Jul 1 2000	9.77610573
Jan 1 2001	9.45857492
Jul 1 2001	2.23423779
Jan 1 2002	9.82920955
Jul 1 2002	1.86360317
Jan 1 2003	10.23787396
Jul 1 2003	1.45493875
Jan 1 2004	10.68847030
Jul 1 2004	1.00434242
Jan 1 2005	11.18530108
Jul 1 2005	0.50751163
Jan 1 2006	11.48355375
Jul 1 2006	0.00000000
Jan 1 2007	1.61778245
Jul 1 2007	10.07503026
Jan 1 2008	0.00000000
Jul 1 2008	11.69281271
Jan 1 2009	0.00000000
Jul 1 2009	11.69281271

(1) Rental Payments commencing January 1, 2001 are in advance.

Schedule C
to
LeaseSchedule of Casualty Values

<u>Settlement Date</u>	<u>Casualty Value (1)</u>
Jul 1 1992	104.74954634
Jan 1 1993	107.03717612
Jul 1 1993	105.94797593
Jan 1 1994	107.69341851
Jul 1 1994	106.12497380
Jan 1 1995	107.44611912
Jul 1 1995	105.49636593
Jan 1 1996	106.47336242
Jul 1 1996	104.19660838
Jan 1 1997	104.83272769
Jul 1 1997	102.19682615
Jan 1 1998	102.45454837
Jul 1 1998	100.15321947
Jan 1 1999	99.49155429
Jul 1 1999	95.99742871
Jan 1 2000	96.13909040
Jul 1 2000	89.47172802
Jan 1 2001	89.47172802
Jul 1 2001	92.32184561
Jan 1 2002	85.46626226
Jul 1 2002	85.96427687
Jan 1 2003	78.62985963
Jul 1 2003	79.41826411
Jan 1 2004	71.58350303
Jul 1 2004	72.71865687
Jan 1 2005	64.36020019
Jul 1 2005	65.90716960
Jan 1 2006	57.00235001
Jul 1 2006	59.03612305
Jan 1 2007	49.80367416
Jul 1 2007	52.35407195
Jan 1 2008	53.45344676
Jul 1 2008	45.57999446
Jan 1 2009	48.06720647
Jul 1 2009	38.19843162
Jan 1 2010	40.28786853
	30.00000000

(1) Commencing July 1, 2006, values associated with each July 1 settlement date assume the Lessor retains the annual rental payment made on the preceding January 1.